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AMENDMENT AGREEMENT NO. 3 TO AGREEMENT OF LEASE

This Amendment is entered into as of the 20th day of June 1989 between the Delaware Solid Waste Authority ("Landlord") and United Associates of Delaware, L.P. ("Tenant").

THE BACKGROUND OF THIS AMENDMENT IS AS FOLLOWS:

A. On October 26, 1983 Landlord, as landlord, and Crouse Recovery of Delaware, Inc., as tenant, entered into a certain Agreement of Lease with respect to premises located in New Castle Hundred, New Castle County, State of Delaware, commonly known as the Pigeon Point Energy Generating Facility and more precisely described in the Agreement of Lease.

B. The Agreement of Lease was subsequently amended by a certain Amendment Agreement No. 1 dated August 2, 1984, and by a certain Amendment Agreement No. 2 dated December 11, 1986. The Agreement of Lease, as so amended, is referred to herein as the "Lease".

C. The rights of Crouse Recovery of Delaware, Inc., as Tenant under the Lease, were subsequently assigned to Wilmington Trust Company pursuant to a certain Deed and Assignment of Site Lease dated December 31, 1986, and the

See Dist Plan #9865

rights of Wilmington Trust Company were then transferred to The Connecticut National Bank, National Association, as Trustee, pursuant to a certain Deed of Appointment of Successor Trustee, dated April 24, 1987.

D. On or about the date of this Amendment, Tenant has acquired from The Connecticut National Bank all right, title and interest of The Connecticut National Bank as tenant under the Lease, and Landlord and Tenant desire to amend the Lease and to confirm their mutual understandings with respect to certain other matters, all as is set forth below.

NOW, THEREFORE, intending to be legally bound, Landlord and Tenant agree as follows:

1. Except where otherwise provided herein, all capitalized terms used in this Amendment shall have the meanings given to them in the Lease.
2. In accordance with Section 2.01 of the Lease, which contemplated a written confirmation of the metes and bounds description of the Land, Landlord and Tenant agree that the metes and bounds description attached hereto on Exhibit A shall constitute such description and be deemed to describe and define the Land.
3. Landlord and Tenant reaffirm that the Possession Date has occurred. The expiration date of the Term of the Lease shall be amended to be the date which is twenty-five (25) years after the date of this Amendment.

4. Section 3.01 of the Lease is hereby deleted, and the following is substituted in its place:

"SECTION 3.01. Tenant covenants to pay to Landlord, at the office of Landlord without notice or demand, an annual rental (the "Rent") of one dollar (\$1.00) per annum for each year within the Term through and including calendar year 2009, and the Fair Market Rental for the Land for the remainder of the Term. The Rent shall be payable on the first business day of January of each calendar year. Landlord acknowledges that Tenant has prepaid the Rent for each calendar year from the date hereof through the year 2009."

5. Landlord hereby consents to the assignment of the tenant's rights under the Lease to Tenant. In accordance with Section 11.03 of the Lease, Tenant hereby expressly agrees to assume all of the liabilities and obligations of the tenant hereafter accruing under the Lease, as amended hereby. Tenant has furnished to Landlord a copy of the instrument of assignment from The Connecticut National Bank to Tenant, and Landlord acknowledges that the conditions of Section 11.03 of the Lease relating to the assignment of the Lease to Tenant have been satisfied, and henceforth Tenant shall possess, enjoy and be entitled to all rights as tenant under the Lease, as amended hereby.

6. Pursuant to Section 10.01 of the Lease, Tenant hereby gives notice to Landlord of the creation of a Leasehold Mortgage upon the Tenant's interest in the Lease, the Facility and the Improvements. The name and address of the Leasehold Mortgagee are as follows:

United States Trust Company of New York
Corporate Trust and Agency Division
45 Wall Street, 20th Floor
New York, New York 10005

Landlord agrees that the above named party shall be a
"Leasehold Mortgagee", entitled to the protections of
Article 10 of the Lease.

7. Landlord and Tenant acknowledge that, as of the
date hereof, they have entered into a certain Restated Service
Agreement For Processing Refuse Derived Fuel and Solid Waste,
with respect to the Facility. All references in the Lease to
the "Service Agreement" shall henceforth be deemed to be
references to such Restated Service Agreement.

8. Pursuant to Article 15 of the Lease, each of
Landlord and Tenant certifies to the other: (a) that the
Lease, as modified hereby, is in full force and effect and has
not been further amended except as described above; (b) all
Rent under the Lease has been paid through the year 2009, and
all Impositions under the Lease have been paid through and
including the date hereof; and (c) to the best knowledge of
each of Landlord and Tenant, the other party hereto is not in
default in the performance or observation of any covenant,
agreement, condition, term or provision contained in the Lease,
and there are no outstanding claims, offsets or demands
thereunder by Landlord against Tenant or Tenant against

Landlord.

9.

(a) Pursuant to Section 4 of Amendment Agreement No. 1, which amends Article 6 of the original Agreement of Lease, and in furtherance of the grant of easements made by Landlord to Tenant pursuant to Section 1 of Amendment Agreement No. 2, Landlord has agreed to provide Tenant an easement upon certain land owned by Landlord, contiguous to the Land, for the purpose of erecting, maintaining and operating a conveyor system from the adjacent Delaware Reclamation Plant (the "DRP"), owned by Landlord, to the Facility. Accordingly, Landlord hereby grants to Tenant a non-exclusive easement and right-of-way to be enjoyed by Tenant for the duration of the Term of this Lease, across that certain parcel of land described by metes and bounds on Exhibit B attached hereto and outlined on the plot plan attached hereto as Exhibit C, for the purposes of: (a) erecting thereon a certain RDF conveyor system, as further defined and described in the Service Agreement, (b) transporting refuse derived fuel from the DRP to the Facility, and (c) maintaining, repairing, replacing and operating said conveyor system in accordance with the terms of the Service Agreement and all Governmental Requirements. Tenant shall be solely responsible for obtaining all Governmental Approvals required for the construction and operation of the conveyor system and shall indemnify, defend and hold Landlord harmless from and against all loss, damage,

liability and expense (including attorney's fees) incurred by Landlord or asserted against Landlord arising out of the utilization or enjoyment by Tenant, its successors, assigns, employees or agents, of the aforesaid easement. Tenant shall cooperate with Landlord and coordinate its actions, and those of its contractors, with Landlord so as not to disrupt or interfere with Landlord's other activities at the DRP.

(b) Landlord acknowledges that a parking lot serving the Facility, and an access driveway thereto, encroach partially upon the DRP site owned by Landlord. Landlord hereby grants a non-exclusive easement to Tenant for the use of such portions of the parking lot and access driveway, as more fully described in Exhibit "D" attached hereto, to be enjoyed by Tenant for the duration of the Term of the Lease. The last two sentences of paragraph (a) above (but excluding the phrase relating to construction of the conveyor) shall apply also to the easement granted in this paragraph (b).

10. All references in the Lease to the Guaranty of The Crouse Group, Inc. shall be deleted and of no further effect.

11. The address of Tenant, for all purposes in the Lease as set forth in Section 18.01 of the Lease, is hereby amended to read as follows:

"United Associates of Delaware, L.P.

c/o United Properties, Inc.
1010 Laurel Oak Corporate Center
Haddonfield Berlin Road
Suite 401
Voorhees, NJ 08043
Attention: Mr. Matthew Principe, President"

12. Section 7.01 of the Lease, as amended by Section 6 of the Amendment Agreement No. 1, and as further amended by Section 3 of Amendment Agreement No. 2, is hereby amended by deleting the existing provision and substituting the following in its place:

"SECTION 7.01. Tenant, at its own cost and expense, shall, for the mutual benefit of Landlord and Tenant, maintain comprehensive general public liability insurance against claims for bodily injury, death or property damage occurring on the Land and/or in the Facility or the Improvements, which insurance shall provide minimum protection of not less than Fifteen Million Dollars (\$15,000,000) per occurrence combined personal injury and property damage. From time to time throughout the Term of the Lease, Tenant shall provide Landlord with a certificate of insurance evidencing the required coverage hereunder, and shall deliver a renewal certificate prior to the expiration of the then current policy."

13. Landlord hereby leases to Tenant, to the extent leasable or assignable, all rights of Landlord under a certain Easement Agreement dated September 26, 1986, recorded in the office of the Recorder of Deeds of New Castle County, Delaware, in Deed Book 439, Page 61 (the "Easement Agreement"), between Landlord and the Delaware River & Bay Authority ("DRBA") with respect to a steam pipeline existing across certain property of the Delaware River & Bay Authority. Tenant hereby assumes all obligations under paragraph 2 of said

Easement Agreement, including, without limitation, the duty to maintain and restore the "Easement Area" (as defined in the Easement Agreement) under Section 5 of the Easement Agreement, the obligation to maintain the insurance required by Section 6 of the Easement Agreement, and the duty to indemnify DRBA as required by Section 7 of the Easement Agreement. Landlord also leases to Tenant, on a non-exclusive basis to be enjoyed in common with Landlord all other easement rights held by Landlord, if any, benefitting the Land or the Facility (including, without limitation, any easements or licenses across lands of Consolidated Rail Corporation). Landlord acknowledges that, for the purposes of any easements or licenses across lands of Consolidated Rail Corporation, Tenant is a person having business or visiting with Landlord. Tenant shall indemnify, defend and hold Landlord harmless from and against all loss, damage, liability and expense (including attorney's fees) incurred by Landlord or asserted against Landlord or rising out of the utilization or enjoyment by Tenant, its successors, assigns, employees or agents, of the aforesaid easements and licenses. Tenant shall cooperate with Landlord and coordinate its actions, and those of its contractor, with Landlord so as not to disrupt or interfere with Landlord other activities at the DRP. The lease of rights and assumption of obligations under this Section shall be coterminous with the Term of this Lease.

14. Section 12.01(b) of the Lease is deleted and the following is inserted in its place:

Complete termination of a certain Restated Service Agreement for Processing Refuse Derived Fuel and Solid Waste between Delaware Solid Waste Authority and United Associates of Delaware, L.P., dated _____, 1989, as same may be amended from time to time, provided such early termination is by reason of default of United Associates of Delaware, L.P., its successors or assigns, under the terms of said Restated Service Agreement during the term thereof, as such term may be extended."

15. Landlord certifies that, to the best of its knowledge, there are no defaults on the part of Tenant under the Lease which could form the basis for the exercise of any rights or remedies by Landlord against Tenant thereunder.

16. This amendment is being duly executed and acknowledged by Landlord and Tenant in recordable form. Tenant may cause this Amendment to be recorded in lieu of a memorandum of amendment to the Lease.

17. Except as expressly modified by this Amendment, all terms and conditions of the Lease shall continue in full force and effect.

18. This Amendment shall be governed by and interpreted in accordance with the laws of the State of Delaware.

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IN WITNESS WHEREOF, Landlord and Tenant have caused
this Amendment to be duly executed as of the day and year first
above written.

DELAWARE SOLID WASTE AUTHORITY

By: E. F. [Signature]

Attest: Pasquale A. Lanzetta

UNITED ASSOCIATES OF DELAWARE, L.P.

By UNITED RESOURCES OF AMERICA, INC.,
its sole general partner

By: [Signature]

Attest: [Signature]

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STATE OF DELAWARE :
COUNTY OF NEW CASTLE : ss.

BE IT REMEMBERED that on this 15th day of June, 1989, personally came before me, the Subscriber, a Notary Public in and for the State and County aforesaid, Earp F. Jennings, Jr., the Vice Chairman of the Delaware Solid Waste Authority, a body politic, known to me to be such and he acknowledged this Agreement to be the act and deed of said body politic.

GIVEN under my Hand and Seal of Office, the day and year aforesaid.

Jr L Ne
Notary Public



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CITY
STATE OF Washington :
District
COUNTY OF Colombia : SS.

BE IT REMEMBERED that on this 20th day of June, 1989, personally came before me, the Subscriber, a Notary Public in and for the State and County aforesaid, Matthew Principe, the President of United Resources of America, Inc., a Delaware corporation, which is the general partner of United Associates of Delaware, L.P., a Delaware limited partnership, known to me to be such officer and Joseph Demas acknowledged this Agreement to be the act and deed of such corporation as general partner of such limited partnership.

GIVEN under my Hand and Seal of Office, the day and year aforesaid.

Rebecca Paul
Notary Public

My Commission Expires May 14, 1992



EXHIBIT A

Premises

ALL THAT CERTAIN tract, piece, or parcel of land located near the easterly extension of Lambson's Lane New Castle Hundred, New Castle County, Delaware and more particularly described as follows, to wit:

BEGINNING at a point in the northwesterly line of lands now or formerly of Mayor & Council of the City of Wilmington, said point being distant the four following described courses and distances from the point of intersection of the southwesterly right of way line of Conrail (formerly the Reading Railroad, Delaware River Extension Branch at 60 feet wide) and the southeasterly right of way line of Conrail (formerly Penn-Central Railroad, New Castle Cut-Off at 100 feet wide) courses one through three to follow being along said southwesterly right of way line of Delaware River Extension Branch:

- (1) Parallel with the centerline track and distant southwesterly 30 feet therefrom, measured at right angles thereto, South 41 degrees 28 minutes 10 seconds East, 250.00 feet to a point;
- (2) South 48 degrees 31 minutes 50 seconds West, 20.00 feet to a point.
- (3) Parallel with the centerline track and distant southwesterly 50 feet therefrom, measured at right angles thereto, South 41 degrees 28 minutes 10 seconds East, 1,290.00 feet to a point; and
- (4) Along said northwesterly line of lands now or formerly of Mayor & Council of the City of Wilmington, South 23 degrees 35 minutes 20 seconds West, 44.12 feet to the said point of Beginning;

THENCE from the said Point of Beginning the twelve following described courses and distances:

- (1) Still along the said northwesterly line of lands now or formerly of the Mayor & Council of the City of Wilmington, South 23 degrees 35 minutes 20 seconds West, 1,050.86 feet to a point;

THENCE by new lines through land of Delaware Solid Waste Authority, the six following described courses and distances:

- (1) North 55 degrees 46 minutes 10 seconds West, 40.00 feet to a point;
- (2) South 23 degrees 35 minutes 20 seconds West, 83.00 feet to a point;
- (3) North 55 degrees 46 minutes 10 seconds West, 626.00 feet to a point;
- (4) North 36 degrees 17 minutes 56 seconds East, 162.00 feet to a point;
- (5) North 34 degrees 52 minutes 42 seconds East, 468.69 feet to a point of curvature;
- (6) Along a curve to the left having a radius of 335.00 feet, an arc length of 80.02 feet to a point, said point being distant by a chord of North 28 degrees 02 minutes 09 seconds East, 79.82 feet from the last described point said point also being the terminus of Energy Lane (at 60 feet wide);

THENCE crossing the said terminus of Energy Lane and along the southwesterly line of other lands of the Delaware Solid Waste Authority, known as Parcel B, South 77 degrees 08 minutes 50 seconds East, 371.24 feet to a point;

THENCE along the southeasterly lines of said Parcel B, the two following described courses and distances:

- (1) North 18 degrees 06 minutes 41 seconds East, 168.49 feet to a point; and
- (2) North 49 degrees 20 minutes 22 seconds East, 82.27 feet to a point, on the southwesterly side of Resource Lane;

THENCE along the right of way lines of said Resource Lane, the two following described courses and distances:

- (1) North 49 degrees 20 minutes 22 seconds East, 60.00 feet to a point; and

(2) South 41 degrees 28 minutes 10 seconds East, 121.86 feet to the point and place of Beginning;

CONTAINING within said metes and bounds 11.681 acres of land being the same, more or less ...

TOGETHER WITH the non-exclusive use in common with others of an access easement of varying width over Energy Lane and Resource Lane, as said access easement is more particularly shown on as built survey property of United Associates, Inc., L.P., dated May 8, 1989, and revised May 19, 1989 made by VanDemark & Lynch, Inc., Consulting Engineers and Surveyors.

TOGETHER WITH the use of all Easements Appurtenant to the above-described premises as created in the following agreements: Steamline Easement in DEK 439, page 61, (as assigned by Deed Book 439, page 089); and steamline rights set forth in Deed Book 459, page 170 and Microfilm #8820; Storm and Sanitary Sewer Easements in Deed Book 439, page 79; Water line and Construction Easements in Deed Book 439, page 71 as supplemented by Deed Book 443, page 260; and the various Easements set forth in Exhibit A to Amendment Agreement No. 2 in Deed Book 487, page 119; and together with the conveyor belt easement and the parking lot easement as created by Amendment Agreement No. 3 to Agreement of Lease and together with the right to use, to the extent necessary, that private vehicular crossing, as a benefitted party, as described in and pursuant to the terms and conditions of that certain unrecorded License Agreement for Private Grade Crossing between Consolidated Rail Corporation and New Castle County Department of Public Works, dated December 12, 1977 as assigned to Delaware Solid Waste Authority by unrecorded agreement dated June 25, 1981.

EXHIBIT "B"
LEGAL DESCRIPTION OF CONVEYOR EASEMENT

Description of a proposed 60 foot wide right of way for an above ground conveyor through the lands of Delaware Solid Waste Authority as shown on an As Built survey property of United Associates of Delaware, L.P., Lambsons Lane Extended, New Castle Hundred, New Castle County, Delaware.

ALL THAT CERTAIN tract, piece or parcel of land being a 60 feet wide right of way, for an above ground conveyor situate off Lambsons Lane Extended, New Castle Hundred, New Castle County, Delaware and shown on an As Built Survey prepared by VanDemark & Lynch, Inc., Engineers, Planners and Surveyors, Wilmington, Delaware, dated May 6, 1989 the centerline of which is described as follows:

BEGINNING at a point on the northwesterly line of Parcel A as shown on a Record Major Land Development Plan entitled Energy Generating Facility, NSWF-1, Delaware Solid Waste Authority, Lambsons Lane, New Castle Hundred, New Castle County, Delaware and recorded in the Office of the Recorder of Deeds in and for New Castle County on Microfilm No. 8820 said point of Beginning being the two following described courses and distances from the northwesterly corner of Parcel A and the southerly terminus of Energy Lane as shown on the said Microfilm No. 8820:

- (1) On the arc of a circle curving to the right having a radius of 338.00 feet, an arc distance of 80.02 feet to a point, said point being distant by a chord of South 28°-02'-09" East, 79.82 feet to a point of tangency; and
- (2) South 34°-52'-42" East, 15.00 feet more or less to the point of Beginning;

THENCE from said point of Beginning and running along the centerline of the said proposed 60 foot wide right of way for an above ground conveyor, North 77° West, more or less, 170.00 feet more or less to a point on or near the center of an existing conveyor;

BE THE CONTENTS thereof what they may....

See Plot Plan # 9865

REC'D FOR RECORD
JUL 20 1989
J. J. A. WILLIAM M. HONEY, Recorder